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7 **IN THE UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 DAVID GRIESEMER, JEROME
11 GOLDSCHHEIN, MARILYN
12 GOLDSCHHEIN, TAYLOR
13 VANDERSLICE, ZACHERY CURRY,
14 LAURA ANN HARRIS, JULIANN
15 MAGUIRE, and JL JOSHUA SMITH,
16 individually and on behalf of all others
17 similarly situated,

18 Plaintiffs,

19 v.

20 KIA AMERICA, INC.

21 Defendant.

No. 8:22-cv-01545-FWS-JDE

**STIPULATED PROTECTIVE
ORDER**

CLASS ACTION

Second Am. Class Action
Complaint Filed: January 12, 2024

22 Based on the parties' Stipulation (Dkt. 62, 62-1), and for good cause shown,
23 the Court finds and orders as follows.

24 **1. INTRODUCTION**

25 **1.1 PURPOSES AND LIMITATIONS**

26 Disclosure and discovery in this action are likely to involve production of
27 confidential, proprietary, or private information for which special protection from
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1 public disclosure and from use for any purpose other than prosecuting this litigation
2 may be warranted. Accordingly, the parties hereby stipulate to and petition the Court
3 to enter the following Stipulated Protective Order. The parties acknowledge that this
4 Order does not confer blanket protections on all disclosures or responses to
5 discovery and that the protection it affords from public disclosure and use extends
6 only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles. The parties further acknowledge, as set forth
8 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
9 file confidential information under seal; Civil Local Rule 79-5 sets forth the
10 procedures that must be followed and the standards that will be applied when a party
11 seeks permission from the Court to file material under seal.

12 1.2 GOOD CAUSE STATEMENT

13 This action is likely to involve trade secrets and other valuable research,
14 development, commercial, financial, technical, private and/or proprietary
15 information for which special protection from public disclosure and from use for
16 any purpose other than prosecution of this Action may be warranted. Such
17 confidential and proprietary materials and information may consist of, among
18 other things, confidential business or financial information, information regarding
19 confidential business practices, or other confidential research, development, or
20 commercial information (including information implicating privacy rights of third
21 parties), customer information otherwise generally unavailable to the public, or
22 which may be privileged or otherwise protected from disclosure under state or
23 federal statutes, court rules, case decisions, or common law. It is important that
24 this information remain protected and not be readily available due to the dangers
25 of identity theft, the constitutional privacy rights of third parties, and protection
26 of business competition interests. The unrestricted or unprotected disclosure of
27 such private, financial and/or business information could result in prejudice or
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1 harm to the producing party and third parties by revealing their information which
 2 could result in identity theft, loss of business and/or violation of federal and state
 3 privacy laws.

4 Accordingly, to expedite the flow of information, to facilitate the prompt
 5 resolution of disputes over confidentiality of discovery materials, to adequately
 6 protect information the parties are entitled to keep confidential, to protect
 7 consumers' privacy rights until such time a class is certified, to ensure that the
 8 Parties are permitted reasonable necessary uses of such material in preparation for
 9 and in the conduct of trial, to address their handling at the end of the litigation,
 10 and serve the ends of justice, a protective order for such information is justified
 11 in this matter. It is the intent of the parties that information will not be designated
 12 as confidential for tactical reasons and that nothing be so designated without a
 13 good faith belief that it has been maintained in a confidential, non-public manner,
 14 and there is good cause why it should not be part of the public record of this case.

15 **2. DEFINITIONS**

16 2.1 Action: *Griesemer, et al. v. Kia America, Inc.*, Case No. 8:22-cv-01545-
 17 FWS-JDE (C.D. Cal.).

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 19 of information or items under this Order.

20 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
 21 how it is generated, stored, or maintained) or tangible things that qualify for
 22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 23 the Good Cause Statement.

24 2.4 Counsel (without qualifier): Outside Counsel of Record and House
 25 Counsel (as well as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates Disclosure or
 27 Discovery Material as "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL."

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action. For purposes of this Stipulated
8 Protective Order, the term “Expert” excludes any “Conflicted Expert.”

9 2.8 “Highly Confidential” Information or Items: Information may be
10 designated as “Highly Confidential” when the Designating Party reasonably believes
11 that the documents or information contain competitively sensitive information. By
12 way of example, and not limitation, “Highly Confidential” Information includes
13 trade secrets, product designs or strategies, testing, research, development, technical,
14 marketing, planning, commercial or financial information, business, regulatory, or
15 strategic information (including information regarding business plans, technical
16 data, and non-public designs) or other sensitive information, the disclosure of which
17 to third party competitors may result in commercial harm.

18 2.9 House Counsel: attorneys who are employees of a party to this Action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.10 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.11 Outside Counsel of Record: attorneys who are not employees of a party
24 to this Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party, and includes support staff.

27 2.12 Party: any party to this Action, including all of its officers, directors,
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1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.14 Professional Vendors: persons or entities that provide litigation support
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.15 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

11 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
12 from a Producing Party.

13 **3. SCOPE**

14 The protections conferred by this Stipulation and Order cover not only
15 Protected Material (as defined above), but also (1) any information copied or
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or
18 presentations by Parties or their Counsel that might reveal Protected Material.

19 The protections conferred by this Stipulation and Order are not intended to
20 prohibit a Party from using information it/they obtained from the public domain or
21 from a third-party independent of information derived from Protected Material.

22 Neither this paragraph, nor anything else in this Stipulated Protective Order,
23 will require a Receiving Party to evaluate whether any document it has obtained
24 from the public domain or from a third-party is also a document a Designating Party
25 has designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

26 Any use of Protected Material at trial will be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
6 or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 The Court shall retain jurisdiction, both before and after the entry of a final
11 judgment in this case, whether by settlement or adjudication, to construe, enforce,
12 and amend the provisions of this Order.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate for
18 protection only those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material, documents, items,
20 or communications for which protection is not warranted are not swept unjustifiably
21 within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (e.g., to unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties) may expose the Designating
26 Party to sanctions. If it comes to a Designating Party's attention that information or
27 items that it designated for protection do not qualify for protection, that Designating
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1 Party must promptly notify all other Parties that it is withdrawing the inapplicable
2 designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order (*see, e.g.*, second paragraph of section 5.2(a) and section 5.3(b) below),
5 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
6 for protection under this Order must be clearly so designated before the material is
7 disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL -
12 Griesemer v. Kia, Case No. 8:22-cv-01545-FWS-JDE” (hereinafter
13 “CONFIDENTIAL legend”) to each page that contains protected material. The same
14 applies for “HIGHLY CONFIDENTIAL” designations. If only a portion or portions
15 of the material on a page qualifies for protection, to the extent reasonably practicable,
16 the Producing Party will identify the protected portion(s) (*e.g.*, by making
17 appropriate markings in the margins).

18 (b) For original documents or materials available for inspection, the
19 Discovery Material need not designate them for protection until after the inspecting
20 Party has indicated which material it would like copied and produced. During the
21 inspection and before the designation, all the material made available for inspection
22 shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
23 documents it wants copied and produced, the Producing Party must determine which
24 documents, or portions thereof, qualify for protection under this Order. Then, before
25 producing the specified documents, the Producing Party must affix the
26 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing
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1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

3 (c) For testimony given in depositions that the Designating Party identifies
4 on the record, and if not then, that the designation be made at the same time the
5 witness's statement of changes is due pursuant to Fed. R. Civ. P. 30(e).

6 (d) For information produced in some form other than documentary and for
7 any other tangible items, that the Producing Party affix in a prominent place on the
8 exterior of the container or containers in which the information or item is stored the
9 legend "CONFIDENTIAL." If only a portion or portions of the information or item
10 warrant protection, the Producing Party, to the extent practicable, shall identify the
11 protected portion(s).

12 Deposition testimony may be designated as "CONFIDENTIAL," in whole or
13 in part, either on the record during the deposition or by identifying the page and
14 line(s) of testimony for which it seeks protection within thirty (30) days after receipt
15 of the written transcript by the Designating Party or on a timeline that is extended
16 on an as needed basis by agreement of the parties. Until that time, and unless
17 otherwise indicated in writing or on the record, all deposition testimony shall be
18 treated as "CONFIDENTIAL" to permit counsel for the Party deposed an
19 opportunity to designate the deposition testimony as Protected Material. If
20 designation is made during the 30-day period after receipt of the transcript, all Parties
21 in possession of the transcript at the time of receiving the designation or thereafter
22 shall place the label "CONFIDENTIAL" on the front cover of the transcript, on each
23 or all of the exhibits and/or pages so designated, and on each copy thereof upon
24 notice that the confidential designation has been made. If a Party needs to file a
25 deposition transcript with the Court prior to the expiration of the 30-day period set
26 forth above, that entire transcript shall be treated as if it had been designated as
27 Protected Material. The court reporter shall operate in a manner consistent with this
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1 Order and shall separately label the confidential portions of the deposition transcript,
2 including documents and other exhibits containing confidential information. If a
3 Party or Non-Party desires to protect or use confidential information at trial, the issue
4 should be addressed during the pre-trial conference.

5 5.3 Inadvertent Failures to Designate. If promptly corrected by a
6 Designating Party upon its discovery of an inadvertent failure to designate qualified
7 information, an inadvertent failure to designate qualified information or items does
8 not, standing alone, waive the Designating Party's right to secure protection under
9 this Order for such material. Upon timely correction of a designation, the Receiving
10 Party must make reasonable efforts to assure that the material is treated in
11 accordance with the provisions of this Order.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court's
15 Scheduling Order. Unless a prompt challenge to a Designating Party's
16 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
17 unnecessary economic burdens, or a significant disruption or delay of the litigation,
18 a Party does not waive its right to challenge a confidentiality designation by electing
19 not to mount a challenge promptly after the original designation is disclosed.

20 6.2 Meet and Confer; Judicial Intervention. The Challenging Party will
21 initiate the dispute resolution process (and, if necessary, file a discovery motion)
22 under Local Rule 37-1, *et seq.* by serving a written letter giving notice to the
23 Designating Party of each designation being challenged, including the bates numbers
24 where the challenged designations appear, and describing the basis for each
25 challenge. With respect to the preparation of the Joint Stipulation required under
26 L.R. 37-2.2, if the Parties cannot resolve a challenge after good faith efforts to meet
27 and confer under Local Rule 37-1, unless the parties agree otherwise, counsel for the
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1 opposing party shall have fourteen (14) days following the receipt of the moving
 2 party's material to personally deliver, e-mail, or fax to counsel for the moving party
 3 the opposing party's portion of the stipulation, together with all declarations and
 4 exhibits to be offered in support of the opposing party's position.

5 6.3 The burden of persuasion in any such challenge proceeding will be
 6 on the Designating Party. Frivolous challenges, and those made for an improper
 7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 8 parties) may expose the Challenging Party to sanctions. Unless the Designating
 9 Party has waived or withdrawn the confidentiality designation, all parties will
 10 continue to afford the material in question the level of protection to which it is
 11 entitled under the Producing Party's designation until the Court rules on the
 12 challenge.

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 15 disclosed or produced by another Party or by a Non-Party in connection with this
 16 Action only for prosecuting, defending, or attempting to settle this Action. Such
 17 Protected Material may be disclosed only to the categories of persons and under the
 18 conditions described in this Order. When the Action has been terminated, a
 19 Receiving Party must comply with the provisions of section 13 below (FINAL
 20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
 22 location and in a secure manner that ensures that access is limited to the persons
 23 authorized under this Order.

24 7.2 Disclosure of and Access to "CONFIDENTIAL" Information or Items.
 25 Unless otherwise ordered by the Court or permitted in writing by the Designating
 26 Party, a Receiving Party may disclose any information or item designated
 27 "CONFIDENTIAL" only to:
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1 (a) the Receiving Party's Outside Counsel of Record in this action,
2 as well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this litigation and who have signed the
4 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
5 **Exhibit A**;

6 (b) the officers, directors, and employees (including House Counsel)
7 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (**Exhibit A**);

11 (d) the Court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants (but not including mock
14 jurors), and Professional Vendors to whom disclosure is reasonably necessary for
15 this Action and who have signed the "Acknowledgment and Agreement to Be
16 Bound" (**Exhibit A**);

17 (g) the author or recipient of a document containing the information
18 or a custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses,
20 in the Action to whom disclosure is reasonably necessary provided: (1) the witness
21 and witness's attorney (with the exception of the Parties and counsel of record for
22 the Parties) have signed the "Acknowledgment and Agreement to Be Bound"
23 (**Exhibit A**) and (2) they will not be permitted to keep any confidential information
24 unless they sign the "Acknowledgment and Agreement to Be Bound" (**Exhibit A**),
25 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected
27 Material must be separately bound by the court reporter and may not be disclosed to
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1 anyone except as permitted under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting
3 personnel, mutually agreed upon by any of the parties engaged in settlement
4 discussions; and

5 (j) Plaintiffs in connection with the prosecution of this Action,
6 provided that no Plaintiff may be permitted to retain copies or excerpts of any
7 information or item designated “CONFIDENTIAL.”

8 7.3 Disclosure of and Access to “HIGHLY CONFIDENTIAL”
9 Information or Items. Unless otherwise ordered by the Court or permitted in writing
10 by the Designating Party, a Receiving Party may disclose any information or item
11 designated “HIGHLY CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action,
13 as well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
16 **Exhibit A**;

17 (b) the officers, directors, and employees (including House Counsel)
18 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

19 (c) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants (but not including mock
25 jurors), and Professional Vendors to whom disclosure is reasonably necessary for
26 this Action and who have signed the “Acknowledgment and Agreement to Be
27 Bound” (**Exhibit A**);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the witness and witness's attorney (with the exception of the Parties and counsel of record for the Parties) have signed the "Acknowledgment and Agreement to Be Bound" (**Exhibit A**) and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (**Exhibit A**), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and

(j) Plaintiffs in connection with the prosecution of this Action, provided that no Plaintiff may be permitted to retain copies or excerpts of any information or item designated "HIGHLY CONFIDENTIAL."

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a document request, subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all the material covered by the
 2 subpoena or order is subject to this Protective Order. Such notification shall include
 3 a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with
 7 the subpoena or court order shall not produce any information designated in this
 8 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a
 9 determination by the court from which the subpoena or order issued, unless the Party
 10 has obtained the Designating Party’s permission. The Designating Party shall bear
 11 the burden and expense of seeking protection in that court of its confidential material
 12 – and nothing in these provisions should be construed as authorizing or encouraging
 13 a Receiving Party in this Action to disobey a lawful directive from another court.

14 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 15 **PRODUCED IN THIS LITIGATION**

16 (a) The terms of this Order are applicable to information produced
 17 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
 18 information produced by Non-Parties in connection with this litigation is protected
 19 by the remedies and relief provided by this Order. Nothing in these provisions should
 20 be construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request,
 22 to produce a Non-Party’s confidential information in its possession, and the Party is
 23 subject to an agreement with the Non-Party not to produce the Non-Party’s
 24 confidential information, then the Party will:

- 25 1. promptly notify in writing the Requesting Party and the
 26 Non-Party that some or all of the information requested is
 27 subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this Court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other protection,
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
4 may be established in an e-discovery order that provides for production without prior
5 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
6 parties reach an agreement on the effect of disclosure of a communication or
7 information covered by the attorney-client privilege or work product protection, the
8 parties may incorporate their agreement in the stipulated protective order submitted
9 to the court.

10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in this
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any
17 ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the
21 specific Protected Material at issue. If a Party's request to file Protected Material
22 under seal is denied by the court, then the Receiving Party may file the information
23 in the public record in compliance with Civil Local Rule 79-5.2.2 unless otherwise
24 instructed by the Court.

25 **13. FINAL DISPOSITION**

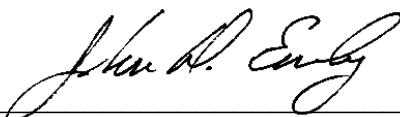
26 Within 60 days after the final disposition of this Action, as defined in
27 paragraph 4, each Receiving Party must return all Protected Material to the
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1 Producing Party or destroy such material, and confirm compliance with this
2 provision. As used in this subdivision, “all Protected Material” includes all copies,
3 abstracts, compilations, summaries, and any other format reproducing or capturing
4 any of the Protected Material. Whether the Protected Material is returned or
5 destroyed, the Receiving Party must submit a written certification to the Producing
6 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
7 deadline that (1) identifies (by category or bates number, where appropriate) all the
8 Protected Material that was returned or destroyed and (2) affirms that the Receiving
9 Party has not retained any copies, abstracts, compilations, summaries or any other
10 format reproducing or capturing any of the Protected Material. Notwithstanding this
11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
12 papers, trial, deposition, and hearing transcripts, legal memoranda, receiving party’s
13 internal correspondence, deposition and trial exhibits, expert reports, attorney work
14 product, and consultant and expert work product, even if such materials contain
15 Protected Material. Any such archival copies that contain or constitute Protected
16 Material remain subject to this Protective Order as set forth in Section 4 above
17 (DURATION).

18 14. Any willful violation of this Order may be punished by financial or
19 evidentiary sanctions, or other appropriate action at the discretion of the Court.
20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22
23 DATED: July 8, 2024



JOHN D. EARLY
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of
 _____ **[full address]**, declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on
 _____ July 8, 2024, in the case of *Griesemer, et al. v. Kia America, Inc.*, USDC C.D Cal. Case No. 8:22-cv-01545-FWS-JDE. I agree to comply with
 and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
[full name] of _____ **[full address**
and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____